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PTO/SB/81 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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## POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

|                        |                      |
|------------------------|----------------------|
| Application Number     | Unassigned           |
| Filing Date            | Herewith             |
| First Named Inventor   | Martin Eberle        |
| Group Art Unit         | Unassigned           |
| Examiner Name          | Unassigned           |
| Attorney Docket Number | 104610-55275 (22009) |

I hereby appoint:

☒ Practitioners at Customer Number

26345

Place Customer  
Number Bar Code  
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☐ Practitioner(s) named below:

| Name | Registration Number |
|------|---------------------|
|      |                     |
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as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

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☐ Firm or  
Individual Name

Address

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I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

### SIGNATURE of Applicant or Assignee of Record

Name

Anthony Man

Signature

*Anthony Man*

Date

November 17, 2005

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ Total of One forms are submitted.

IP20 Rec'd PCT/PTO 21 NOV 2005

PTO/SB/96 (08-00)

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Basilea Pharmaceutica AGApplication No./Patent No.: Unassigned Filed/Issue Date: HerewithEntitled: FurazanobenzimidazolesBasilea Pharmaceutica AG

(Name of Assignee)

, a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

- [x] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

November 17, 2005  
Date

Anthony Man  
Typed or printed name

[Signature]  
Signature

CEO  
Title

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**DECLARATION**

As the below named inventors, we hereby declare that:

Our residences, post office addresses and citizenships are as stated below next to our names.

We believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled **Furazanobenzimidazoles** the Specification of which

☒ [ X ] is attached hereto  
☐ [ ] was filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_  
☐ [ ] and was amended on \_\_\_\_\_ by amendment attached hereto.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment, if any, specifically referred to in this oath or declaration.

We acknowledge the duty to disclose all information known to us which is material to patentability as defined in Title 37, Code of Federal Regulations, 1.56.

We hereby claim foreign priority benefits under Title 35, United States Code, 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

| <b>Application No.</b> | <b>Country</b> | <b>Priority Claimed</b> |
|------------------------|----------------|-------------------------|
| 03405365.2             | Europe         | yes                     |

We hereby claim the benefit under Title 35, United States Code, 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, 112, we acknowledge the duty to disclose all information known to us to be material to patentability as defined in Title 37, Code of Federal Regulations, 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

none

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the

United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Please address all correspondence regarding this application to **Customer No. 26345**.

**Intellectual Property Docket Administrator  
Gibbons, Del Deo, Dolan, Griffinger & Vecchione  
One Riverfront Plaza  
Newark, New Jersey 07102-5496**

Telephone calls should be made to **William H. Epstein, Reg No. 20,008** at **Gibbons, Del Deo, Dolan, Griffinger & Vecchione** at:

Phone No.: 973-596-4607 or 973-596-4500

Fax No.: 973-639-6397

Full name of first inventor: Martin Eberle

Inventor's Signature: Martin Eberle

Date: 17/10/2005

Residence: Rütistrasse 34, CH-4103 Bottmingen, Switzerland

Citizenship: Switzerland

Post Office Address: same as residence

Full name of second inventor: Felix Bachmann

Inventor's Signature: Felix Bachmann

Date: 26/10/05

Residence: Grellingerstrasse 38, CH-4052 Basel, Switzerland

Citizenship: Switzerland

Post Office Address: same as residence

Full name of third inventor: Alessandro Strebel

Inventor's Signature: A. Strebel

Date: 26/10/2005

Residence: Schmiedengasse 4, CH-4104 Oberwil, Switzerland

Citizenship: Switzerland

Post Office Address: same as residence

Full name of forth inventor: Subho Roy

Inventor's Signature: Subho Roy

Date: 07/10/2005

Residence: No. 1B Abhishek Apartment, 151 Brahma Samaj Road, Kolkata,  
West Bengal 700 034, India

Citizenship: India

Post Office Address: same as residence

Full name of fifth inventor: Sudhir Srivastava

Inventor's Signature: Sudhir Srivastava

Date: 07/10/2005

Residence: Telari Village, P.O. Madhumakhian (Anei), Varanasi, Uttar Pradesh 221 201, India

Citizenship: India

Post Office Address: same as residence

Full name of sixth inventor: Goutham Saha

Inventor's Signature: Goutham Saha

Date: 07/10/2005

Residence: 1167 Rabindranagar, P.O. Laskarpur, Kolkata, West Bengal 700 153, India

Citizenship: India

Post Office Address: same as residence

IAP20 Rec'd PCT/PTO 21 NOV 2005

**SALES AGREEMENT**  
for Proprietary Compound Collections  
between Aponetics Ltd. and Basilea Pharmaceutica AG

This Sales Agreement (the "Agreement"), dated 17<sup>th</sup> February 2005, is made by and between Aponetics Ltd., a Swiss corporation having its principal place of business at Benkenstrasse 254, CH-4108 Witterswil, Switzerland (hereinafter referred to as "Aponetics") and Basilea Pharmaceutica AG, a Swiss corporation having its head office at Grenzacherstrasse 487, CH-4005 Basel, Switzerland (hereinafter referred to as "Basilea").

WHEREAS, Aponetics is involved in the business of drug discovery and development and has generated proprietary compound collections;

WHEREAS, Basilea is engaged in the business of discovery, research, development and commercialization of pharmaceutical products;

WHEREAS, Basilea desires to acquire all rights related to certain proprietary compound collections of Aponetics and Aponetics is willing to sell those rights.

NOW THEREFORE, the parties hereto agree as follows:

**1. Definitions**

As used herein, the following terms shall be defined as follows:

"Compound collection" means a family of chemical compounds synthesized by Aponetics CRO's under the guidance of Aponetics' Head of Chemistry. Each compound is defined unequivocally by its molecular structure.

**2. Transfer of IP-rights**

Based on the offer made to Basilea and the document "Overview Medicinal Chemistry\_V050201" sent on 1<sup>st</sup> February 2005, Aponetics transfers and assigns to Basilea all rights related to the patent applications:

PCT/IB2004/0017<sup>23</sup>~~32~~ with filing date 19<sup>th</sup> May 2004, based on priority application EP 03405365.2 (23<sup>rd</sup> May 2003)

PCT/EP2004/053622 with filing date 21<sup>st</sup> December 2004, based on priority applications EP 3405911.3 (22<sup>nd</sup> December 2003), EP 3405912.1 (22<sup>nd</sup> December 2003), and EP 4405517.6 (19<sup>th</sup> August 2004)

EP 04405082.1 with priority date 11<sup>th</sup> February 2004

EP 04405552.3 with priority date 6<sup>th</sup> September 2004

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Aponetics will support Basilea in the proper transfer and assignment of the IP-rights to Basilea. Basilea shall be responsible for and will cover the costs resulting from this transfer.

Basilea as the new owner may decide at its own discretion about the future of the intellectual property assets and their rights transferred by Aponetics.

### **3. Price and Payment Conditions**

Lump sum of CHF                      incl. 7.6% VAT for the transfer of all IP-rights related to the patent applications mentioned in Article 2 comprising the chemical compounds synthesized and biological & chemical data.

Aponetics shall issue an invoice for the delivery to Basilea of the chemical analogues synthesized and biological & chemical data. Basilea shall make the payments within ten (10) days after receipt of the delivery by wire transfer to the following bank account:

Basilea shall be responsible for transportation and insurance.

All potential costs, e.g. maintenance fees, filing of additional patent applications, transfer of the IP-rights, etc., incurred by the patent applications mentioned in Article 2 after 4<sup>th</sup> February 2005 shall be under the responsibility of and covered by Basilea.

### **4. Delivery**

Total number of chemical compounds to be delivered to Basilea is 844; not included in this number are different synthesis batches of the same compound. The list of compounds shall be delivered as an ISIS-file and as a FileMaker 6 file.

Each compound is packaged in a single glass vial. All glass vials are labeled with the Aponetics' compound number and the supplier ID number. Details regarding purity, amount, synthesis etc. are outlined in the Attachment entitled Offer for Proprietary Compound Collections (see Annex 1), which is an integral part of this Agreement.

### **5. Information**

Information on the chemical synthesis of the compounds shall not be subject to this Agreement.

The following information shall be delivered to Basilea immediately after signing this agreement by means of a CD-ROM:

- 1) An ISIS-file of the structures of all delivered compounds with the corresponding compound numbers
- 2) The biological data comprising *in vitro* data as a FileMaker 6 file.
- 3) *In vivo* as well as PK/ADME data as separate reports.

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**6. Novelty of the Substances**

Aponetics has paid special attention to the criteria of novelty when designing the offered and delivered compounds. However, Aponetics does not guarantee that all compounds are novel and not covered by any third party's patents. If any compound offered or delivered to Basilea is found covered by any third party's patent, and if Basilea considers that an acquisition of a licence under such third party's patent is important, any such license under such third party rights on the compound shall be acquired by Basilea at its own cost and responsibility.

Furthermore, Basilea acknowledges that there is no guarantee whatsoever that patent protection for the compounds can be obtained.

**7. Liability/Indemnification**

Basilea acknowledges and understands that as to their nature, information on hazardous properties of the compound collections, especially toxicological properties, is either not available or incomplete.

Therefore, Basilea shall bear the full responsibility for protecting human beings, animals and the environment against negative impacts of the compounds, as soon as the compounds have been delivered to Basilea and during Basilea's storage, handling, use and testing of the same.

Basilea shall hold Aponetics harmless for any and all liabilities and/or damages caused by the use, storage, shipment or disposal by Basilea of the compounds upon the delivery of the compounds to Basilea.

Notwithstanding the above, Aponetics shall hold Basilea harmless for any and all liabilities and/or damages caused by the manufacture, use, storage, or shipment or disposal by Aponetics of the Substances until and before the delivery of the compounds to Basilea.

**8. Secrecy**

Both parties shall keep confidential and not disclose to any third party any Confidential Information of the other party. For the purpose of this Agreement, "Confidential Information" shall mean any proprietary or other information or data not in the public domain, samples, compounds and materials, including information relating to "Compound collection", this Agreement, its contents or to the business, financial and commercial affairs of either party, which one party wishes to disclose to the other party for the purposes of this Agreement.

Notwithstanding the above, no obligation of confidentiality shall exist as to any Confidential Information that:

(i) is in the public domain by public use, publication, general knowledge or the like, or after disclosure hereunder becomes general or public knowledge, through no fault of the party receiving such Confidential Information (the "Recipient");

(ii) is in the possession of the Recipient prior to receipt of said Confidential Information from the other party, as evidenced by written records;

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(iii) is properly obtained by the Recipient from a third party for use or disclosure without restriction and without breach of this Agreement, as evidenced by written records;

(iv) is independently developed by the Recipient without the benefit of said Confidential Information as evidenced by written records; or

(v) is required by law or regulatory agencies to be disclosed, in order to obtain patents or to gain or maintain approval to conduct clinical trials or to market product, but such disclosure may be only made to the extent reasonable necessary to obtain such patents or authorizations

IN WITNESS hereof, the parties through their authorized representatives have executed this Agreement as of the date first written above.

Aponetics Ltd.

By: 

Montague W. Style,  
Chairman of the Board

Date: 17.02.2005

By: 

Dr. Alessandro Strebel  
Head of Business Development

Date: 17.2.2005

Basilea Pharmaceutica Ltd.

By: 

Jutta Heim,  
Chief Science Officer

Date: 16.2.05

By: 

Dr. Markus Probst  
Research Alliance Manager

Date: 15.2.05